

INTER/INTRA AGENCY CROSS-SERVICING SUPPORT AGREEMENT

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1A. VA FRANCHISE AGREEMENT NUMBER

1B. OGA AGREEMENT NUMBER (if applicable)

2. AGREEMENT PERIOD

October 1, 2003 through September 30, 2004

3. SUPPLYING ORGANIZATION

 Department of Veterans Affairs (VA)
 Austin Automation Center/Acquisition Management Section (316)
 1615 Woodward Street
 Austin, TX 78772

4. TYPE OF ACTION (Mark "X" as appropriate)

☐ New ☐ Renewal
☐ Revision ☐ Exercise Option # _____

5. CUSTOMER (Name, mail routing symbol, and complete address)

6. PROJECT TITLE (Insert title of work to be performed)

BuyIT.Gov - Acquisition Services

7. SUMMARY OF SUPPORT SERVICES (Attach detailed description of specific resources to be provided)

a. Department of Veterans Affairs Austin Automation Center (AAC) operating as BuyIT.Gov, a Federal acquisition center under VA Franchise Fund authority, will provide solicitation, award, and routine post-award procurement services to obtain contractor services for supplies/services as required by the customer.

b. Pricing Terms.

(1) **Task orders/delivery orders against existing contracts.** A fee equaling 2 percent of the obligated dollars will be charged for acquisition services rendered by BuyIT.Gov.

(2) **New contract actions.** A fee equaling 3 percent of the obligated dollars during the base period of performance will be charged for procurements of new contracts (i.e., no existing contract is available to award a task/delivery order). Option periods will be charged as described in 7.b.(1).

(3) **Volume discount.** Once a customer expends over \$500,000 in information technology (IT) services from the AAC under either its processing services or professional services business lines in a given fiscal year, the customer will receive a 50 percent discount off the above fees for acquisition services. The discount is applied to acquisitions completed after the point in time the customer earns the discount.

(4) **Minimum contract amount.** Customer agrees that the initial award of any procurement actions must be \$12,500 or greater. This minimum is subject to waiver by the Chief, Acquisition Management Section, on a case-by-case basis.

(5) **Non-awards.** If for any reason a contract/order award is not finalized once a procurement package is submitted to the BuyIT.Gov point of contact, a fee equal to one-third of the estimated acquisition fee will be charged.

8A. FUNDING AND REIMBURSEMENT ARRANGEMENTS (Give complete information)

The total contract/order amount may be funded 1) by transferring funds to the AAC prior to execution of the order, or 2) through the customer. If the actual cost of a contract/order exceeds funds obligated or transferred, customer agrees to increase the obligation or transfer the balance to AAC, as applicable, prior to award of the contract/order. Special funding and payment terms may be negotiated with the customer on a case-by-case basis. Unless other arrangements are made, payment will be made via the United States Department of Treasury Intra-governmental Payment and Collection System (IPAC), except when special arrangements are made as mutually agreed upon by both parties. VA's Agency Location Code is 36-00-1200. Customer Agency Location code is _____. At a minimum, funds for the period of performance, inclusive of acquisition fee, will be withdrawn from IPAC prior to contract/order award. Customer will ensure that the agreement is signed by an official who is authorized to obligate customer funds and sign interagency agreements. Customer signature of this agreement certifies the customer's bona fide need for AAC services. If special arrangements are required, please specify.

8B. COST OF INITIAL ORDER (Actual or estimated):

 Estimated amount of FY 2004 acquisition awards: \$ _____
 Estimated amount of acquisition fee: _____
 Estimated total (awards + fees) \$ _____

8C. ACCOUNTING AND APPROPRIATION DATA

 Estimated obligation to AAC:
 Estimated amount of acquisition awards \$ _____
 Estimated amount of acquisition fee _____
Total estimated obligation to AAC \$ _____

8D. METHOD OF PAYMENT

IPAC; ALC =

8E. DISBURSING OFFICE (Name, mail routing symbol, and complete address)

9. ACCEPTANCE BY BOTH PARTIES TO THE AGREEMENT (Signature of authorized officials)

9A. SIGNATURE OF SUPPLYING ORGANIZATION

9B. SIGNATURE OF CUSTOMER

 NAME AND TITLE OF SUPPLYING ORGANIZATION
 DAVID W. PETERSON, Chief, Acquisition Management Section
 VA Austin Automation Center

TITLE OF CUSTOMER

DATE

INTER/INTRA AGENCY CROSS-SERVICING SUPPORT AGREEMENT (Continued)

VA Franchise Agreement Number _____

PART II: Other Terms and Conditions:

1. **Authority:** This agreement is authorized pursuant to the Government Management Reform Act of 1994 (Public Law 103-356).
2. **Points of Contact:** The following individuals are key points of contact (POC) for purposes of coordinating changes to this agreement or other issues that may arise:

<u>BuyIT.Gov Point of Contact</u>	<u>Customer Point of Contact</u>
David W. Peterson	(Insert Name)
Chief, Acquisition Management Section (316)	(Insert Address)
Austin Automation Center	
Department of Veterans Affairs	
1615 Woodward Street	
Austin, TX 78772	
Office Phone: 512-326-6020	Office Phone:
e-mail: david.peterson@mail.va.gov	e-mail:

3. **Processing "Actionable" Procurements:** The customer shall submit to BuyIT.Gov the following information for each acquisition, when appropriate: (a) a complete statement of work (SOW), or commercial item description, or other appropriate specifications; (b) any required justifications or certifications; (c) an independent government cost estimate; and (d) Information Resources Management (IRM) approval or other internal agency approvals.

4. **Procurement Action Lead-Time (PALT):** The following PALT metrics vary based on the procurements received from BuyIT.Gov customers. Lead-time percentages are based on circumstances within the control of BuyIT.Gov (e.g., outside factors, such as protests or changes in customer requirements, are not considered).

Procurement Action Lead-Time Metrics

<u>Type of Procurement</u>	<u>Dollar Value</u>	<u>Minimum Performance Level (Lead-Time)</u>
Simplified purchases (except "synopsized" acquisitions per FAR Part 5 for noncommercial items or advisory and assistance services add 30 days)	<\$100,000	5 work days (80% of the time); or 15 work days (100% of the time)
Orders under GSA (nonmandatory) Federal Supply Schedule contract – competed	Any amount	45 work days (70% of the time); or 60 work days (100% of the time)
Orders under existing indefinite-delivery contracts (e.g., Global Information Technology Support Services (GITSS))	Any amount	30 work days (70% of the time); or 60 work days (100% of the time)
Open Market	>\$100,000	90 work days (75% of the time); or 150 work days (95% of the time)

5. **Minimum Performance Level (MPL):** BuyIT.Gov's goal is to achieve the MPL defined in paragraph 4. The response time is defined as beginning from the point in time of receipt of an "actionable" procurement, including the customer's approval of the specification, configuration, or SOW, and the customer's intent to fund the acquisition. MPL will be calculated by comparing the number of actionable requisitions received to the total of timely awards (contracts or orders) in a given month. EXAMPLE: 19 timely awards ÷ 20 actionable requisitions received = 95.0% MPL

6. **Initial Procurement Action:** Customer estimates total procurement awards of \$_____ in FY 2004. The initial action covered under this agreement includes the acquisition of software license and support services. Delivery of services may include other miscellaneous IT-related procurement actions for goods and services as required. The amount of services utilized will determine actual charge. Procurement actions will begin upon receipt of documentation required by paragraph 3.

7. **Period of Performance for Initial Procurement Action:** Miscellaneous IT-related procurements actions, as required, during October 1, 2003, through September 30, 2004. Options are included: YES ☐ NO ☐ If yes, please specify.

Total estimated procurement awards in FY 2004: \$_____. Estimated cost of all options: \$_____.

8. **Funding Agency Code:** BuyIT.Gov agrees to report an award done by VA on behalf of another Federal agency into the Federal Procurement Data System (FPDS) if the requesting agency (customer) furnishes the AAC with the four-digit funding agency code in FIPS 95. This will ensure the customer receives credit for any large and small business awards when VA transfers the FPDS records to the General Services Administration, Federal Procurement Data Center. Customer's funding agency code: _____.

9. **Termination:** This agreement may be canceled upon thirty (30) calendar days' written notice by either party. Such cancellation will be executed only by the signature approval of the parties to this agreement, or their designees, or by their respective official successors. If the customer terminates the agreement prior to award of the contract or order, customer will be billed for an amount equal to one-third of the estimated acquisition fee.

10. **Changes:** This agreement or any of its specific provisions may be revised or amended only by the signature approval of the parties signatory to the agreement or by their respective official successors.

11. **Estimated Versus Actual Costs:** The customer agrees to pay for the actual cost of the order plus the appropriate acquisition fee.

12. **Disputes Resolution:** All differences of opinion regarding this agreement will be referred initially to BuyIT.Gov's and the customer's points of contact for resolution. Any differences that cannot be resolved at this level shall be referred to a third-party forum, which is mutually agreed upon by both parties, in advance, in writing. Resolution of issues shall follow a generally accepted alternative dispute resolution process, the terms of which will be agreed upon by both parties, in advance, in writing.

13. **Claims:** In the performance by BuyIT.Gov of the functions delegated by this agreement, it is possible as a result that claims will be made against the Government. The expense of costs associated with the functions/decisions which cause the contract amount to be exceeded will be borne by the customer.

14. **Confidentiality and Non-Disclosure:** By signing this agreement, the customer agrees to maintain the confidentiality of this agreement and any contractor proposals and all procurement sensitive information. Customer agrees to not release any information to anyone who is not also authorized access to the information, by law or regulation, and then only to the extent that such information is required in connection with such person's official responsibilities without expressed consent of the VA contracting officer.

15. **Competition:** In accordance with Federal Acquisition Regulations (FAR), BuyIT.Gov promotes competition to the maximum extent practical for the contract type. Customers requesting directed or sole source procurements shall submit justification appropriate for the contract type for the contracting officer's review and approval. Customer agrees to accept the contracting officer's decision regarding the matter of competition.

16. **Internal Approvals:** The customer is responsible for obtaining any internal project or budgetary approvals.

-END-